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POINDEXTER V. MAY.—Decided at Richmond, February 15, 1900.—  
*Harrison, J.*

1. STATUTES—*Local—General—Repeal of one by another.* The passage of a local statute expressly applicable to only one county of the State in no way repeals, supersedes or affects an existing general law in the same words as the local law, except that it is applicable to all the counties of the State.

2. FENCES—*Common law rule—Virginia rule—“No fence law.”* The rule of the common law which requires the owner of animals to keep them on his own land or within enclosures is not in force in this State, except in those counties where the board of supervisors have adopted the “no fence law,” as provided by sec. 2048 of the Code. The owner of animals is under no obligation to restrain them, and is not liable for damage done by them in consequence of straying on the unenclosed lands of another. Without a lawful fence the land owner can maintain no action for such damages. The common law rule is contrary to the public policy of this state as manifested by legislation from the earliest period until the present time.

3. CONSTITUTIONAL LAW—*Fences.* A fence law which requires a land owner to enclose his land by a lawful fence as a prerequisite to the right to recover for damages done by trespassing animals, violates no right of the land owner granted to him by the Constitution of the State or of the United States.

4. FENCE LAW—*Wilful trespass—Damages.* Although the fence law of this State does not require the owner of cattle to restrain them from passing of their own accord upon the unenclosed lands of another, it gives such owner no authority to drive them there, and if he does he is answerable for whatever damage they may do while there.

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FISCHER V. LEE AND OTHERS.—Decided at Richmond, March 15,  
1900.—*Riely, J.*

1. FRAUDULENT CONVEYANCES—*Knowledge of fraud or notice to grantee.* Proof of the fraud of a grantor or transferer of property is not sufficient of itself to avoid an assignment or transfer thereof where value has been paid, but it must also be proved that the grantee or transferee had notice of the fraud or evil design of his vendor or of facts and circumstances naturally calculated to excite suspicion in the mind of a person of ordinary care and prudence, and which would naturally prompt him to enquire before consummating the purchase, and that such enquiry, if diligently pursued, would have led to the knowledge or notice sought to be imputed.

2. PLEDGES—*Fraud—Notice to pledgee.* Pledges for value without notice are entitled to the same protection as other *bona fide* purchasers, and though notice may be inferred from circumstances as well as proved by direct evidence, yet the proof must be such as to affect the conscience of the pledgee, and must be so strong and clear as to fix upon him the imputation of bad faith.

3. PLEDGES—*Fraud—Notice to pledgee—Usurious interest.* The mere fact that the apparent owner of property is willing to borrow money on it at a usurious rate of interest, even if it were evidence of the insolvency of the borrower, does not charge the lender with the duty of enquiring whether the borrower had paid for